

## **NOTICE OF WAGE & HOUR LAWSUIT AGAINST BLUETRITON BRANDS INC.**

**TO ALL INDIVIDUALS WHO WORK, OR FORMERLY WORKED, AS A  
READYREFRESH DELIVERY SERVICE DRIVERS IN NEW YORK STATE  
BETWEEN NOVEMBER 11, 2015 AND THE PRESENT**

**IF YOU ARE OR WERE EMPLOYED AS A READYREFRESH DELIVERY SERVICE  
DRIVER FOR BLUETRITON BRANDS INC. (FORMERLY KNOWN AS NESTLE  
WATERS NORTH AMERICA) IN NEW YORK STATE AT ANY TIME SINCE  
NOVEMBER 11, 2015 PLEASE READ THIS NOTICE**

**A pending class action lawsuit may affect your legal rights.**

*This is a Court authorized Notice. This is not a solicitation from a lawyer*

### **1. DESCRIPTION OF THE LAWSUIT**

Plaintiff Phil Gordon, (“Plaintiff” or “Gordon”), on behalf of himself and other ReadyRefresh Delivery Service Drivers, who he contends are similarly situated, filed this lawsuit against BlueTriton Brands Inc. (“BlueTriton” or “Defendant”). The Lawsuit is filed in the Southern District of New York, Index Number 22-cv-2138. Mr. Gordon alleges that BlueTriton was not entitled to pay ReadyRefresh Delivery Service Driver employees on a bi-weekly basis because these employees spent more than 25% of their work time engaged in manual labor. The lawsuit seeks money owed as “liquidated damages,” attorneys’ fees, and costs.

Defendant denies that they violated any laws and maintain that all employees have been paid properly.

This lawsuit is currently in the pretrial stage. The Court has made no finding on the merits of Plaintiff’s claims or Defendants’ various defenses thereto. Defendants reserve all their rights.

The Court has allowed the lawsuit to proceed as a class action under the New York Labor Law. The class consists of ReadyRefresh Delivery Service Drivers who were employed at BlueTriton in New York State at any time since November 11, 2015. In a class action lawsuit, one or more people called the “Class Representative” sue on behalf of other people who have similar claims, called the “Class.” Class members are automatically included in the case unless they choose to exclude themselves, in writing, from the Class.

BlueTriton’s records show that you worked for BlueTriton as a ReadyRefresh Delivery Service Driver between November 11, 2015 and the present. This Notice explains that the Court has authorized Plaintiffs to proceed with a class action lawsuit under the New York Labor Law.

You have legal rights and options that you may exercise. A trial may be necessary to decide whether the claims being made against BlueTriton, on your behalf, are correct or whether the various defenses to those claims are correct. The Honorable Jesse M. Furman, a judge in the United States District Court for the Southern District of New York, is overseeing this lawsuit. The lawsuit is known as Gordon, v. BlueTriton Brands Inc., Case No. 22 Civ. 2138.

The Court has not decided who is right and who is wrong. There is no money or settlement available now and there is no guarantee that any money will be made available to those who join the class action.

Your legal rights may be affected and you have a choice to make now.

## **2. YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

Make sure to read the sections below carefully to understand your options.

### **1. REMAIN IN THE LAWSUIT**

If you do nothing in response to this Notice, you will remain a member of the Class. This may allow you to receive money or other benefits that may come from a trial or settlement of this class action lawsuit.

By remaining a member of the Class, you give up the right to separately bring a lawsuit against BlueTriton for their alleged failure to timely pay your wages under the New York Labor Law. You will be legally bound by the orders and judgments that the Court enters regarding the Class claims.

If you remain in this lawsuit and the Plaintiff succeeds in proving the claims against the BlueTriton, you will be notified about how to receive your share of any money that is recovered.

### **2. ASK TO BE EXCLUDED FROM THE LAWSUIT**

If you ask to be excluded from this class action lawsuit, you will retain the right to sue BlueTriton separately.

If you are excluded, you will not be entitled to a share in any money that the Class may obtain from BlueTriton from either a trial or a settlement in this lawsuit.

If you wish to request exclusion from the Class, you must write class counsel on or before [thirty days from date of mailing] and request to be excluded:

Josef Nussbaum  
Joseph & Kirschenbaum LLP  
32 Broadway, Suite 601

New York, NY 10004

The form must be postmarked by **[thirty days from date of mailing]**.

### 3. OTHER INFORMATION

**THE LAWYERS REPRESENTING THE CLASS** – The law firm of Joseph & Kirschenbaum LLP is representing you and all Class members and has been designated “Class Counsel” in this lawsuit. Accordingly, if you choose to remain in the Class, you do not need to hire your own attorney because Class Counsel will represent you and all other Class members. Nevertheless, you are permitted to hire a separate attorney if you so choose.

As Class Counsel, Joseph & Kirschenbaum LLP is handling this matter on a contingency basis. In other words, Joseph & Kirschenbaum LLP will be paid out of any recovery and will not be paid at all if there is no recovery. If the Plaintiffs and Class prevail on their claims against BlueTriton, Class Counsel will make an application to the Court for the recovery of fees and legal costs and expenses. Class Counsel may seek attorneys’ fees totaling one-third of any settlement fund or judgment recovered on behalf of the Class.

#### **TO GET MORE INFORMATION**

You can obtain more information about this lawsuit by contacting Class Counsel:

**Josef Nussbaum  
Joseph & Kirschenbaum LLP  
32 Broadway, Suite 601  
New York, NY 10004  
Tel: 212-688-5640  
E-mail: [jnussbaum@jk-llp.com](mailto:jnussbaum@jk-llp.com)**

Date: **XXXXXXXXXX**